

**REQUEST FOR PROPOSALS FOR  
TEXTILE RECYCLING COLLECTION SERVICES  
ANDERSON TOWNSHIP, OHIO  
FINAL DRAFT: JANUARY 26, 2018**

**I. INTRODUCTION**

**A. PURPOSE & BACKGROUND**

Anderson Township supports sustainable material management, recycling, and engaging the community in waste reduction and recycling.

Anderson Township is seeking proposals from vendors that collect items at the curb, including clothes, textiles, toys, and small electric appliances such as irons, radios, hairdryers, and microwaves (“Recycling Materials”). Clothing and items need not be in good or fair condition. The Recycling Materials Program should involve no cost to residents or to the Township, and should compensate the Township on a per pound basis of Collected Materials. The Township intends that the Recycling Materials Program serves residents’ needs, not compete with charitable clothing donation centers, and remove Recycling Materials from the Township’s waste stream without cost to the residents or the Township.

The purpose of this Request for Proposals (“RFP”) is to solicit offers from qualified vendors to provide curbside collection and recycling services (“Recycling Services”) to residents of Anderson Township, Ohio (“Anderson Township” or “Township”), that will remove Recycling Materials from the Township’s waste stream. The Recycling Services vendor must:

- Provide residents of the Township with a highly reliable weekly/as needed/on call curb side pickup service of used textiles at no cost to the resident and/or the Township;
- Document the total tonnage of Recycling Materials collected and thereby removed from the waste stream as a result of the Recycling Services; and identify the percentage of resident participation in the Recycling Services program.

Two private waste haulers currently provide services to approximately 14,000 customers in the Township (this figure excludes those residents who are served by commercial waste service). This number is an estimate and is subject to change without notice. The Township does not guarantee any number of customer collections or any volume of Recycling Materials to be collected.

**B. PAYMENT SCHEDULE**

All payments to the Township by the vendor must be supported by weight tickets that include accurate weights, dates and detailed descriptions of Recycling Materials collected.

**NOTE:** The Township shall not be liable for and shall not incur any costs or other expenditures related to the Recycling Services Contract. All costs of, and risks and liability associated with, this Recycling Services Contract or the Recycling Materials program. All costs, risks and liability shall be borne by the Contractor.

### **C. TERMS OF CONTRACT**

The contract shall be for an initial three (3) year period, with successive optional one (1) year extensions, which may be exercised solely at the Township's discretion. The successful vendor (the "Contractor"), by submitting a proposal, agrees to enter into a written contract with the Board of Township Trustees of Anderson Township for the provision of Recycling Services in the Township. Failure to enter into a written contract with the Township within 30 calendar days of award of the contract will render the vendor's proposal unresponsive.

### **D. DAMAGES**

Contractor acknowledges that it shall be solely responsible for all damages that occur to the property of the Township and Township residents during performance by the Contractor or any of its subcontractors, employees or agents, of this contract. Contractor agrees that it shall repair and replace any damaged property or reimburse the injured party for his/her/its costs of repair and replacement of damaged property within seven (7) business days of the occurrence of the damage. Proof of replacement, repair or reimbursement shall be submitted to the Township within seven (7) calendar days of such repair, replacement or reimbursement. Vendor will agree in the contract to indemnify and hold the Township harmless against any claim for damage to property or injury to person relating to the provision of Recycling Services in the Township.

## II. SCHEDULE AND SUBMITTAL

### A. SCHEDULE (estimated, dates are subject to change)

Release of Request for Proposals:	January 26, 2018
Written Questions Due:	February 20, 2018 Email: <a href="mailto:SSievers@AndersonTownship.org">SSievers@AndersonTownship.org</a>
Proposals Due: (1 original and 1 digital copy)	February 27, 2018 No Later than 11 a.m. E.S.T. Anderson Township Attn: Steve Sievers 7850 Five Mile Road Anderson Township, Ohio 45230
Board of Township Trustees Consideration of Award:	March 15, 2018
Contract Start Date:	On or Before June 4, 2018

### B. WRITTEN QUESTIONS

The Township will respond to written questions or comments regarding this RFP only if submitted in writing to [SSievers@AndersonTownship.org](mailto:SSievers@AndersonTownship.org) and received by Anderson Township no later than February 20, 2018. The Township may, but shall not be obligated to, publish any such questions and responses.

### **III. GENERAL INSTRUCTIONS**

#### **A. TOWNSHIP CONTACT PERSON**

Steve Sievers, Assistant Administrator for Operations  
Phone: 513-688-8400  
Email: Ssievers@AndersonTownship.org

#### **B. ORAL COMMUNICATIONS**

Any oral communications by and between the Township's Contact Person(s) or his designee concerning this RFP are not binding and shall in no way modify the RFP or the obligations of the Township, the vendor submitting a proposal or the Contractor.

#### **C. CHANGES TO RFP**

If it is necessary to make material changes to the RFP, the Township will e-mail written RFP addenda to all recipients of record of the original RFP and post such addenda on the Township's website. Recipients of record are those parties that obtained a copy of the RFP directly from the Township. It shall be the responsibility of the Contractor submitting a proposal to inquire of the Township as to any addenda issued. All addenda issued shall become part of the RFP.

#### **D. JOINT OFFERS / SUBCONTRACTORS**

Where two or more vendors desire to submit a single proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture or informal team. For this engagement, Anderson Township intends to contract with an individual vendor and not with multiple vendors doing business as a joint venture. If a subcontractor (including intermediary or wholesaler) is to be used, that fact must be disclosed in the proposal, together with the name of each subcontractor, method of compensation to subcontractor, and its duties in relation to the scope of work.

#### **E. EXCEPTIONS / DEVIATIONS**

Any exceptions to or deviations from the requirements set forth in this RFP, including the terms and conditions contained in the Agreement, must be declared in the proposal submitted by the vendor. Such exceptions or deviations must be segregated as separate elements of the proposal under the heading "Exceptions and Deviations," as instructed below in section IV.

## **F. AUTHORIZATION TO DO BUSINESS**

The Contractor must be authorized to do business in the State of Ohio and Anderson Township. The Contractor shall be required to furnish a copy of a current business license issued in the State of Ohio with its proposal. If the Contractor is a corporation or limited liability company, it must be registered and in good standing with the Ohio Secretary of State.

## **G. PRE-CONTRACTUAL EXPENSES**

The Township shall not be liable for pre-contractual expenses incurred by the Contractor in the preparation of its proposal and Contractor shall not include any such expenses in its offer. Pre-contractual expenses are defined as expenses incurred by the Contractor to: (1) prepare and submit its offer to the Township; (2) negotiate with the Township on any matters related to this RFP; and (3) any other expenses incurred by the Contractor prior to the date of award, if any.

## **H. WITHDRAWAL; PROPOSAL IRREVOCABLE FOR 90 DAYS**

A Contractor may withdraw its proposal at any time prior to the submittal deadline by sending the Township a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by the Township and not withdrawn becomes an irrevocable offer available for acceptance by the Township immediately and for ninety (90) days thereafter. The Contractor is responsible for the accuracy of the proposal submitted, and no allowance will be made for errors or price increases that the Contractor later alleges are retroactively applicable.

## **I. DISPOSITION OF PROPOSALS**

All materials submitted in response to this RFP shall become the property of the Township and after the award of the contract shall be public records. .

## **J. TOWNSHIP DISCRETION**

Issuance of this RFP and receipt of proposals does not commit the Township to award a contract. Anderson Township reserves the sole right to postpone the award for its own convenience, to accept or reject any or all proposals received in response to this RFP, or any part thereof, to negotiate with more than one Contractor simultaneously, or to cancel all or part of this RFP in the Township's sole discretion.

## **K. AGREEMENT**

The Contractor selected for contract award through this RFP shall be required to enter into a written agreement with the Township. Failure to execute the written agreement or to lawfully cooperate in the completion or execution of any related documents shall render the subject proposal non-responsive and shall result in a rejection of the subject proposal.

#### **L. TERM OF CONTRACT**

If a contract is awarded through this RFP, it will be effective upon full execution of the written agreement for an initial term commencing upon execution by both parties and ending June 1, 2021, unless terminated earlier in accordance with the provisions specified in the agreement. The agreement will provide that the Township has the right, at its sole option, to renew the contract on an annual basis.

#### **M. NEWS RELEASES**

News releases pertaining to any award resulting from this RFP may not be issued without the prior written approval of the Township.

#### **N. CONTRACTOR EVALUATION**

At the conclusion of the contract, the Township may evaluate the Contractor's performance. The results of this evaluation may be considered by the Township in evaluating future proposals from the Contractor and may be shared with any other party.

## IV. PROPOSAL FORMAT AND CONTENT

### GENERAL

Contractor should use the following outline in organizing the contents of their proposals.

#### A. COVER LETTER

The letter of transmittal shall, at a minimum, contain the following:

- Identification of the Contractor, including business name, address and telephone number;
- Name, title, address, telephone number, and e-mail address of a contact person during the period of proposal evaluation;
- Acknowledgement of RFP addenda received, if any;
- A statement that the proposal shall remain valid for a period of not fewer than ninety (90) days from the due date for proposals; and
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

#### B. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

1. **Overview:** This section should establish the ability of the Contractor (and its subcontractors, if any) to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Information should be furnished for both the Contractor and any subcontractors included in the offer.
2. Furnish background information about your firm, including date and jurisdiction of creation/incorporation; legal form (i.e., sole proprietorship, partnership, LLC or corporation); state of incorporation; number and location of offices; principal lines of business; number of employees; days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect the Contractor's ability to perform contractually. Certify that the entity is currently active and in good standing in the state of its incorporation and in the State of Ohio as reflected by the records of the Secretary of State of the State of Ohio and of the state of the entity's incorporation; and is not barred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency.
3. Describe your firm's most noteworthy qualifications for providing the required services to the Township. Specifically highlight those qualifications that distinguish you from your competitors.

4. Identify at least three (3) current and, if available, three (3) former clients Anderson Township may contact as references and who can independently evaluate the Contractor's expertise in this area. Describe the work performed and include the name, job title, address and telephone number of a contact person for each reference.
5. Identify all accounts that have been terminated within the past three years. For each account, identify the account's line of business, describe the services your firm provided, and state the reasons for termination of the relationship.
6. Describe other lines of business in which your firm is engaged.
7. If your organization is a subsidiary or division of a parent firm, provide similar background information on the parent company and identify any other affiliated companies.
8. Disclose any existing or potential conflicts of interest between the scope of work required by the Township and your firm's other business activities.
9. Furnish certificates of insurance showing the types and amounts of insurance carried by your firm.

#### **D. WORK PLAN / TECHNICAL APPROACH**

1. **Overview:** This section should establish the Contractor's understanding of the Township's objectives and requirements, demonstrate the Contractor's ability to meet those requirements and outline clearly and concisely the plan for accomplishing the specified work.

#### **E. EXCEPTIONS / DEVIATIONS**

State any exceptions to or deviations from the requirements of this RFP. . If you wish to present alternatives to meet the Township's requirements, those alternatives should be thoroughly explained.

#### **F. APPENDICES**

1. Furnish as appendices those supporting documents (e.g., list of municipalities serviced and contact information) requested in the preceding instructions.
2. Include any additional information you deem essential to a proper evaluation of your proposal and which is not solicited in any of the preceding sections. Contractors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

**G. REVENUE PROPOSAL (SEPARATELY PACKAGED)**

1. **Overview:** Affirmatively state that there shall be no expense to the Township or its residents in providing the Recycling Services.
2. Quote e revenue to the Township on a rate per pound of Recycling Materials basis.

## **V. PROPOSAL EVALUATION AND CONTRACT AWARD**

### **A. GENERAL**

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Contractor whose proposal is determined by the Township's Board of Township Trustees to be the most responsive and advantageous to the Township; provided, however, that the Township expressly reserves the right to reject any or all proposals and/or to make no award under this RFP.

### **B. EVALUATION PROCEDURES**

All proposals received in accordance with these RFP instructions will be reviewed, analyzed, evaluated and scored in accordance with the criteria described below. Additional information may be requested from one or more Contractors. Interviews and contract negotiations may be conducted with one or more Contractors. Selection and contract award is subject to review by the Township's Law Director and authorization by the Board of Township Trustees of Anderson Township.

### **C. EVALUATION CRITERIA**

Proposals will be evaluated by Anderson Township against the factors specified below:

- Qualifications, experience, references of Contractors, and ability to carry out the Scope of Work;
- Project Organization;
- Work Plan/Technical Approach;
- Revenue to the Township;
- Miscellaneous (exceptions/deviations, completeness of proposal, adherence to RFP instructions, other relevant factors not considered elsewhere)

The Township reserves the right to reject any or all proposals, to waive any irregularities or informalities in the proposals received and to change the evaluation process described above if in the best interest of the Township.

### **D. CONTRACT AWARD**

The contract award resulting from this RFP shall require authorization by the Board of Township Trustees of Anderson Township.

## VI. SCOPE OF WORK TEXTILE RECYCLING COLLECTION SERVICES

### CONTRACTOR REQUIREMENTS

CONTRACTOR shall be solely responsible to provide the following:

- a. All containers or bags for the collections of all textiles at **no** expense or requirements to the Township and/or Anderson Township residents. All bags/containers must meet the strength needs to carry clothing to the curb by residents without breakage. Bags and containers utilized in this collection service must be pre-approved by Township staff prior to distribution and use.
- b. CONTRACTOR shall solely be responsible to ensure a sufficient inventory of containers/bags are available for continued collections.
- c. This is a new program; therefore, no estimated quantities are provided or guaranteed.
- d. CONTRACTOR shall pay the proposed price for recycled textiles to the Township on or before the 15<sup>th</sup> day of the follow month of collections. All revenue payments to the Township shall be supported by weight tickets that include accurate weights, dates and detailed descriptions of the materials collected, which may include non-textile matter.

**NOTE:** This is a revenue contract and the Township shall not be liable for and shall not incur any costs or other expenditures related to this contract. All costs, risks and liability associated to this program and contract, as defined herein, are the sole responsibility of the CONTRACTOR.

- e. On or before the 15<sup>th</sup> of the month following the month of each collection, CONTRACTOR shall provide a monthly report to the Township detailing tonnage collected, number of residences textile materials were collected from, route mileage, and contamination weights and items.
- f. CONTRACTOR shall be responsible for all vehicles, trailers, containers, equipment, manpower and supervision necessary in accordance with all Federal, State and local laws and regulations to fulfill all obligations under this contract. CONTRACTOR is presumed to fully know all statutory requirements, and is solely liable for any failure to comply.
- g. CONTRACTOR shall ensure all vehicles are operated in such a manner as to prevent materials from being blown out or falling out of the vehicle. CONTRACTOR and its employees shall stop immediately and safely collect items that have been separated from the vehicles. CONTRACTOR shall be solely responsible and liable for any items that become separated from secured vehicles and any damages that occur as a result thereof.
- h. CONTRACTOR shall collect, grade, sort, bale, recycle, and properly dispose of waste and sell all marketable textiles collected through the program to secondary markets for repurposing, resale and/or reuse.

- i. CONTRACTOR shall maintain a properly permitted collection facility for the sorting, baling, collection and marketing of the textile materials. The Township reserves the right to inspect the facility and perform an audit with notice and as deemed necessary by the Township. Where recommendations are made by the Township, CONTRACTOR and the Township shall mutually agree upon necessary methods to satisfy all recommendations.
- j. CONTRACTOR shall be solely responsible for properly recycling and or disposal of any or all contamination, foreign/non-textile matter and/or materials that are placed in the CONTRACTOR'S bags/containers. The Township will not be responsible for contamination placed in CONTRACTOR'S containers. Payments to the Township shall be based upon weight of containers as collected including the prior to any non-textile matter being removed.
- k. CONTRACTOR shall provide the location(s) for disposal of contaminants. The contamination disposal site must be approved by the Township, as well as a properly licensed and authorized disposal site. The site must be in compliance with all federal, state and local environmental requirements.
- l. CONTRACTOR shall provide documentation [e.g., contract or authorization] to support that it has established relationships with suitable secondary markets for the resale of the textile materials.
- m. CONTRACTOR shall provide a description of all types of items that were accepted in the curbside program; however, at a minimum the following soft recyclable textile items must be accepted: stuffed toys, pillows, clothing, denim, shoes, sweaters, coats, fabric hats, curtains, wool materials, all items made of fabric and scraps, textile rugs, blankets, bedding, towels, upholstery, yarns, and other fabric/textile materials and accessories.

**NOTE:** Additional materials may be added subject to mutual agreement of the parties.

- n. CONTRACTOR shall be responsible for all the expenditures and requirements for the marketing and sale of all curbside collected "soft textile recycling" materials from the program, subject to Township approval.
- o. CONTRACTOR shall be solely responsible for collection, transportation, recycling, storage and processing of the materials, and processing and disposal of all contaminants.
- p. CONTRACTOR shall ensure all staff and persons making collections are properly wearing protective safety clothing.
- q. CONTRACTOR shall comply with all Occupational Safety and Health Administration and applicable safety rules and regulations and shall be solely liable for any failure to do so.
- r. CONTRACTOR shall maintain and adequately staff either a local or toll-free telephone number where complaints from service recipients shall be received, recorded and handled to the best of CONTRACTOR'S abilities between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding Township holidays. CONTRACTOR shall maintain a record of all calls and provide that record to the Township on a monthly basis without prior notification.

- s. All customer calls and complaints that are reported to the Anderson Township will be forwarded to CONTRACTOR'S telephone for handling. CONTRACTOR shall provide the Township with a full monthly report of all complaints, comments and concerns and how they were resolved. The continuation of the program will be subject to the review and determination of the Township based upon the reports.
- t. CONTRACTOR shall properly train all employees and subcontractors to communicate respectfully with Township customers in all media forms including telephone, in person, on routes and in promotion of the collection program. When complaints against CONTRACTOR are lodged, the Township reserves the right to determine action to be taken against CONTRACTOR.
- u. CONTRACTOR shall be available and participate in at least 2 (two) Township directed promotion and education events/efforts through each year of the contract. More events may be requested by the Township.
- v. The Township will not guarantee any customer participation, volume of collections, or placement of collection containers. The number of collection customers is subject to change without notification.

One original copy and one copy on a flash drive of your Business proposal, labeled "RFP - Curbside Textile Recycling Services – Business Proposal" must be delivered to Anderson Township, Anderson Center, 7850 Five Mile Road, Anderson Township, Ohio 45230, no later than 11:00 a.m. E.S.T., on **February 27, 2018.**

One original copy and one copy on a flash drive of your Revenue proposal, separately packaged from the Business Proposal, and clearly labeled "RFP - Curbside Textile Recycling Services – Revenue Proposal", should be forwarded to the Township to the same address no later than 11:00 a.m. E.S.T., **February 27, 2018.**

#### **CURBSIDE COLLECTIONS**

- a. CONTRACTOR shall follow and collect its containers/bags to coincide with the routes/service days for the private waste hauler with the most customers in the Township and coordinate with the Township for specific times and dates for collections. CONTRACTOR shall provide a detailed schedule to the Township prior to the commencement of the collections and the schedule is subject to approval by the Township. Schedule and routing are subject to change as the Township deems appropriate.
- b. The Township will inform customers to place the bags/containers at the curbside a few feet from the recyclable carts; however, the Township will not guarantee containers will be in exact/specific locations each week.

- c. CONTRACTOR shall collect its containers/bags to coincide with the routes/service days for the private waste hauler with the most customers in the Township. The hours for collection shall be between 7:00 a.m. and 5:00 p.m. on streets with a posted speed limit of 25 miles per hour. CONTRACTOR may delay service by one day to observe holidays, which may not delay service of the related waste hauler.
- d. This program is for curbside service only. The Township will not initially accept drop boxes as part of this program, but may consider future placement, subject to terms that are acceptable to the Township and CONTRACTOR.

## **COMMUNITY IMPACT**

With its proposal, CONTRACTOR shall describe how it will consider the impact on the public of all areas of performance of this program. CONTRACTOR shall provide an annual report to Anderson Township describing its efforts and the resulting impact on the community and citizens of the Township from this program, as well as the annual diversion rate per ton for materials diverted from the landfills resulting from this program.

## **PUBLICATIONS**

CONTRACTOR shall be solely responsible for development, production and distribution of promotional materials related to the service, such as media buys, media interviews, handouts, direct mail and outreach, subject to approval by the Township. The Township shall approve all public information, promotional materials and promotional activities to inform service recipients of this program.

## EXHIBIT A

### Revenue Proposal

Total rate per pound of Recycled Materials of revenue per year estimated based upon 14,000 households each recycling an estimated 50 pounds per year:

You may use this sheet or your own attachment. If using an attachment, please follow the format of this form.

1. Please provide the Township's revenue rate per pound for providing your services.

Vendor Name: \_\_\_\_\_